

ZB# 79-17

Lillian Bruno

48-1-12

#79-17

Bruno - Lillian

Prelim. Meeting:

16.9 ft. side yard variance

48-1-12

Public Hearing:

9/24/79 - 8pm.

Fee paid -

Denial (AK)

GENERAL RECEIPT

4136

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

Oct 11 1979

RECEIVED OF Bruno \$ 25.00
Twenty-five and 00/100 DOLLARS

FOR Z.B.A. Variance Fee #79-17

DISTRIBUTION:

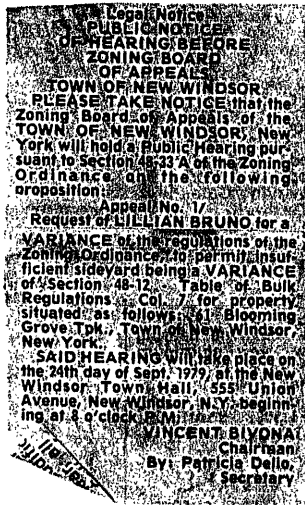
FUND	CODE	AMOUNT
25.00		
ck.		

BY

Pauline H. Townsend
cm
Town Clerk

TITLE

Williamson Law Book Co., Rochester, N. Y. 14609



**State of New York
County of Orange, ss:**

Olga Trachewsky , being duly sworn deposes and
says that he is of Newburgh-
Beacon News Co., Inc., Publisher of The Evening News.
a daily newspaper published and of general circulation in
the Counties of Orange and Dutchess, and that the notice
of which the annexed is a true copy was published

One Time
.....
in said newspaper, commencing on the.....15th.....day of
.....September.....A.D., 19 79 , and ending on
the15th..... day ofSeptember..... A.D., 1979

Subscribed and sworn to before me this
.....15th..... day of.....September.....19.....79

Olga Trachewsky

Anne E. Tucker

.....
Notary Public of the State of New York, County of Orange.
MY COMMISSION EXPIRES MARCH 30, 1980

(914) 565-8550

October 2, 1979

Jerald Fiedelholtz P. C.
P. O. Box 4088
New Windsor, N. Y. 12550

RE: APPLICATION FOR VARIANCE - LILLIAN BRUNO
79-17

Dear Mr. Fiedelholtz:

This is to confirm that the above application for an area variance was denied at the September 24, 1979 meeting of the Zoning Board of Appeals.

Formal decision will be acted upon at an upcoming meeting of the Board and a copy will be furnished to you by return mail.

Very truly yours,

PATRICIA DELIO, Secretary

/pd

cc: Town Planning Board
Attn: Mr. Spignardo, Chairman

Howard Collett, /Bldg./Zoning Inspector
Town of New Windsor

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----X
In the Matter of the Application of
LILLIAN BRUNO.

DECISION DENYING
AREA VARIANCE.

Application #79-17.
-----X

LILLIAN BRUNO of 61 Blooming Grove Tpk., Town of New Windsor, New York, has made application before the Zoning Board of Appeals for an area variance to permit insufficient sideyard on property located at the above address.

A public hearing was held on the 24th day of September, 1979 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York.

The application was opposed by a number of area residents.

The applicant was represented by Allan Kuslansky, Esq. and Jerald Fiedelholtz, Esq. of 270 Quassaick Avenue, New Windsor, New York.

The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Evening News, also as required by law.

The Zoning Board of Appeals of the Town of New Windsor finds the evidence in this matter to be as follows:

Applicant seeks to divide the one (1) lot owned by her presently into a three (3) lot subdivision. This subdivision would result in one (1) lot being created on the public roadway which lot would contain the existing house, another lot being located directly behind that lot which contains no existing dwelling and which would have no access to any public roadway and the creation of a third lot consisting of a strip of land approximately ____ feet wide running along the side of lots 1 and

2 and extending from the roadway to the rear of the present property. In order to get approval for this subdivision, it is necessary for the applicant to get a side yard variance for the existing dwelling on proposed lot number 1, as the creation of lot #3 would result in a deficiency of 16.9 feet to meet the present minimum sideyard requirement. Applicant stated through her representatives that she wished to create lot #3 in order to convey same to the church which neighbors her property, and which allegedly has expressed an interest in owning this strip of land. It was stated that the church has not made a formal offer or entered into contract for the purchase of this strip of land as they are unable to presently to do financially.

The Zoning Board of Appeals of the Town of New Windsor finds that the test of practical difficulty has not been met in this case. The proposed sale of the strip of land to the neighboring church is entirely speculative in nature, there being no evidence of any concrete offer for this strip. No further building is proposed other than the existing building which would require a variance. The variance is therefore unnecessary and the application therefore, untimely.

The area variance as requested by the applicant is denied.

The Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the applicant, the Town Planning Board and the Town Clerk forthwith.

Dated: New Windsor, N.y.
October 22, 1979.

Vincent Buono
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-17
(Number)

9/11/79
(Date)

I. Applicant information:

- (a) LILLIAN BRUNO, 61 Blooming Grove Tpk.
(Name, address and phone of Applicant)
- (b) CHARLES & ROSALIE GREEN
4 Cherry Lane, New Windsor, N. Y. 12550
(Name, address and phone of purchaser or lessee)
- (c) Jerald Fiedelholz, Esq.-270 Quassaick Avenue, New Windsor,
(Name, address and phone of attorney) New York
- (d) Paul Capicchioni, 316 Blooming Grove Tpk., New Windsor,
(Name, address and phone of broker) New York

II. Application type:

- ☐ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) R-4 61 Blooming Grove Tpk. 48 1 12 2.0803 acres
(Zone) (Address) New Windsor (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? -
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 8/4/52
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit previously? no When? -

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-17
(Number)

9/11/79
(Date)

I. Applicant information:

- LILLIAN BRUNO, 61 Blooming Grove Tpk.
(a) New Windsor, New York
(Name, address and phone of Applicant)
CHARLES & ROSALIE GREEN
(b) 4 Cherry Lane, New Windsor, N. Y. 12550
(Name, address and phone of purchaser or lessee)
(c) Jerald Fiedelholz, Esq.-270 Quassaick Avenue, New Windsor,
(Name, address and phone of attorney) New York
(d) Paul Capicchioni, 316 Blooming Grove Tpk., New Windsor,
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III. Property information:

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(Zone) (Address) New Windsor (M B L) (Lot size)
(b) What other zones lie within 500 ft.? -
(c) Is a pending sale or lease subject to ZBA approval of
this application? yes
(d) When was property purchased by present owner? 8/4/52
(e) Has property been subdivided previously? no When? -
(f) Has property been subject of variance or special permit
previously? no When? -
(g) Has an order-to-remedy violation been issued against the property by
the Zoning Inspector? no If so, when -
(h) Is there any outside storage at the property now or is any proposed?
Describe in detail. n/a

☐ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____, to allow

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

☒ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table Blk. Regs Column 7

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yard		
Reqd. Side Yards 15 / 30	13.9 /	16.9 /
Reqd. Rear Yard		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Development Coverage* %	%	%
Floor Area Ratio**		

* Residential districts only

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table Blk. Regs Column 7

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yard		
Reqd. Side Yards <u>15 / 30</u>	<u>13.9 /</u>	<u>16.9 /</u>
Reqd. Rear Yard		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Development Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

* Residential districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

Property is less than the required area for sideyard.

In order to maximize use of property and avoid severe economic injury to applicant, a sideyard variance is necessary.

☐ VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

Property is less than the required area for sideyard.
In order to maximize use of property and avoid severe
economic injury to applicant, a sideyard variance is
necessary.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law,
 Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

_____.



VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.



VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)



IX. Attachments required:

- Copy of letter of referral from Building and Zoning Inspector. (Not available because applicant was referred by Planning Board).
- x Copy of contract of sale, lease or franchise agreement.
- x Copy of tax map showing adjacent properties
- x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- n/a Copy(ies) of sign(s) with dimensions.
- x Check in amount of \$ 25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.

(b) Describe in detail the use and structures proposed for the special permit.



VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)



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- ☐ n/a Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

X. AFFIDAVIT

Date September 13, 1979

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

x Julio J. Salas
(Applicant)
Attorney for Julio Bueno

Sworn to before me this

13th day of September, 1979.

George Will

LUCY E. HILL
Notary Public State of New York
Qualified in Orange County
Commission Expires March 30, 1900

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards:

A FORMAL DECISION WILL FOLLOW WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF ADJUSTERS

STATE OF NEW YORK)

COUNTY OF ORANGE)

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The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

x James J. Hill
(Applicant)
Attorney for James J. Hill

Sworn to before me this

13th day of September, 1979.

Lucy E. Hill

LUCY E. HILL
Notary Public State of New York
Qualified in Orange County
Commission Expires March 30, 1980

XI. ZBA Action:

(a) Public Hearing date _____

(b) Variance is _____

Special Permit is _____

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

Contract of Sale

Date..... August 21, 1979

Seller and Purchaser agree as follows: LILLIAN BRUNO, formerly known as LILLIAN LAVIANO,

Parties
Seller residing at 61 Blooming Grove Turnpike,
address New Windsor, N. Y.

Purchaser CHARLES GREENE and ROSEMARIE GREENE,
address residing at 4 Cherry Lane, New Windsor, New York;

**Purchase
agreement
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows: ALL that certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described as follows:

Lot No. 1

BEGINNING at a point N24°-28'-53"W, 301.75', from the southwesterly corner of Lot No. 200, as shown on Map of Windsor Acres, Section 2, filed in Orange County Clerk's Office 5 August 39, as Map No. 1158, thence, along the westerly line of said Lot No. 200, N24°-28'-53"W, 590.0', to a point, thence, along the southerly line of Blooming Grove Turnpike, N81°-19'-10" East, 137.10', to a point, thence, along the line of an iron fence, S180-59'-23" East, 421.0', to a point, thence, N71°-00'37" East, 10.0', to a point, thence S22°-29'-43" East, 133.84', to a point, thence, South 66°-11' West, 96.95', to the point and place of beginning, containing 1.4374 acres of land.

BEING a portion of the premises conveyed by Anthony Ferrara to Lillian Laviano (now known as Lillian Bruno) by deed dated August 4, 1952, and recorded in the Orange County Clerk's Office on August 6, 1952, in Liber 1239 of Deeds at Page 239.

per year, presently payable in

and with any balance of principal being due and payable

Purchase
money
mortgage

6. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller, who shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

The transfer
subject to

7. The Property is to be conveyed subject to:

(a) Building and zoning regulations.

(b) Conditions, agreements, restrictions and easements, of record.

(c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.

(d) Existing tenancies.

(e) Unpaid assessments payable after the date of the transfer of title.

Deed and
transfer
taxes

8. At the Closing Seller shall deliver to Purchaser a Bargain & Sale Deed With Covenants Against Grantor.

deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

Adjustments
at closing

9. The following are to be apportioned pro-rata as of the date of delivery of the deed:

(a) Rent as and when collected.

(b) Interest on the Existing Mortgage.

(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.

(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.

(e) Fuel, if any.

Water meter
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other
casualty

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

Closing date
and place

12. The Closing will take place at the office of Lending Institution

at .M. on or about 19 79
Sept. 30

Broker

13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than

Paul P. Capicchioni Real Estate and Seller agrees to pay broker the commission earned (pursuant to separate agreement). 7%.

Purchaser's
lien

14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

No Oral
Change
Successors

15. This Contract may not be changed or ended orally.

Multiple
Parties

16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

Lillian (Laviano) Bruno

- (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Existing tenancies.
- (e) Unpaid assessments payable after the date of the transfer of title.

Deed and
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Multiple
Parties

17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

Lillian (Laviano) Bruno

PURCHASER

Charles Greene

Rosemarie Greene

This contract is subject to the Purchaser obtaining a year VA mortgage loan in the amount of \$37,625.00, at the rate of interest.

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA.

Seller agrees to pay at closing a maximum of 3 1/2 points to lender.

Seller agrees to pay at closing \$1,450 towards buyer's closing costs.

Seller represents that the plumbing, heating, and electrical systems and all appliances included in this sale shall be in working order at the time of closing. This representation shall not, however, survive the delivery of the deed herein.

This contract is subject to approval by the Zoning Board of the Town of New Windsor. If such approval is not given, this contract shall become null and void.

Things and
improvements

Fixtures,
personal
property

3. The sale includes: Range, refrigerator, washer, existing light fixtures, storms & screens, TV Antenna.

(a) All buildings and improvements on the Property.

(b) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, radio and television aerials, blinds, shades, screens, awnings, storm windows, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings

Price

4. The purchase price is..... \$ 37,725.00
payable as follows:

On the signing of this Contract, by check subject to collection..... \$
Paid on Binder..... 100.00

By allowance for the principal amount still unpaid on the Existing Mortgage..... \$

Seller agrees to pay at closing a maximum of 3 1/2 points to lender.

Seller agrees to pay at closing \$1,450 towards buyer's closing costs.

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Furniture and household furnishings

Price

4. The purchase price is..... \$ 37,725.00
payable as follows:

On the signing of this Contract, by check subject to collection..... \$
Paid on Binder..... 100.00

By allowance for the principal amount still unpaid on the Existing Mortgage.... \$

By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller. \$

Balance in cash or certified check on the delivery of the deed at the Closing..... \$ 37,625.00

STATE OF NEW YORK, COUNTY OF
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Adjournment

Closing of title under this Contract is adjourned to
at
and all adjustments are to be made as of

19, at o'clock,

19

Assignment

Date: 19
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

Purchaser

Sale
State

19
19

YORK

IN THE

19

M.

ed

CLERK

that he is the
of
the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

Before me personally came
to me known and known to me to be a partner in
a partnership, and known to me to be the person described in
and who executed the foregoing instrument in the partnership
name, and said
duly
acknowledged that he executed the foregoing instrument for and
on behalf of said partnership.

Adjournment

Closing of title under this Contract is adjourned to
at
and all adjustments are to be made as of

19 , at o'clock,

19

Assignment

Date: 19
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

and

Purchaser

Contract of Sale of Real Estate

Date 19 19
Deed to pass on

STATE OF NEW YORK

County of

RECORDED ON THE

day of , 19
at o'clock M.
in Liber of Deeds
at Page and examined

CLERK

Public Hearing - 8 p.m. - Lillian Bruno

Name:	Address:
Jack Hennigan ✓	11 Tree Ave.
Carolyn Hennigan	11 Tree Ave.
Frank Sabrine	9 Nee Ave
Louis Milich	67 Blooming GROVE TpkE.
Meta & George Smith	3 Nee Ave.
Eliz. & Louis Milich	67 Blooming Grove TpkE.
Wm. Gorman	46 " " "
Albert Marasco ✓	37 " " "
Anne McCellan	50 " " "
Donald McCellan	50 " " "

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 17

Request of LILLIAN BRUNO

for a VARIANCE ~~SPECIAL USE PERMIT~~ of
the regulations of the Zoning Ordinance, to permit
insufficient sideyard

being a VARIANCE ~~SPECIAL USE PERMIT~~ of
Section 48-12 -Table of Bulk Regulations-Col. 7
for property situated as follows:

61 Blooming Grove Tpk., Town of New Windsor,
New York.

SAID HEARING will take place on the 24th day of Sept., 1979,
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.
beginning at 8 o'clock P. M.

VINCENT BIVONA
Chairman



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

PAULA KING
ASSESSOR

Chairman

XXXXXXXXXXXX
XXXXXXXXXXXX

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

(58 on list
incl. Bruno)

Sept. 12, 1979

Jerald Fiedelholtz, Esq.
270 Quassaick Avenue
New Windsor, N.Y.

Re: 48-1-12

Dear Mr. Fiedelholtz:

According to my records, the attached list of property owners are within the five hundred (500) feet of the above mentioned property.

The charge for this service is \$30.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

Paula King

PAULA KING
SOLE ASSESSOR
TOWN OF NEW WINDSOR



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

58

Newburgh Chapter of UNICO ✓
PO Box 2104
Newburgh, N.Y. 12550

Le Floch Eugene M. & Marcel ✓
Oak Concourse
Central Valley, NY 10917

Petro Richard & Marie ✓
MD 29 Storie Road
Newburgh, N.Y. 12550

Di Carlo Anthony ✓
66 Melrose Ave.
New Windsor, N.Y. 12550

Marino Angelo & Mary ✓
6 Margaret Place
New Windsor, N.Y. 12550

Fabrizzo Ronald J & Frances ✓
R Michetti
8 Margaret Place
New Windsor, N.Y. 12550

Sarinsky Leonard ✓
171 Windsor Highway
New Windsor, N.Y. 12550

Kardel Stanley R & Vella Mae ✓
12 Margaret Place
New Windsor, N.Y. 12550

Brown James R & Elaine M ✓
14 Margaret Place
New Windsor, N.Y. 12550

Cerone Frank E & Santi ✓
16 Margaret Place
New Windsor, N.Y. 12550

Lahey Edward A & Anne V ✓
56 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Cullen Stephen ✓
c/o Mary Cullen
62 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Murphy Kevin & Mary Ann ✓
72 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Malone Robert & Jacqueline ✓
74 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Parts Karl & Maria ✓
76 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Falco Angelo & Santa ✓
80 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Schiffman Bessie & Sanet Doris ✓
10 Monroe Blvd.
Long Beach, N.Y.

Goemann William H & Elizabeth M
46 Bloomingrove Tpk. ✓
New Windsor, N.Y. 12550

Mc Clellan Donald & Anne ✓
50 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Lampack Rose & Thomas ✓
52 Bloomingrove Tpk.
New Windsor, N.Y. 12550



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TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Pace Micheal D & Nettie I ✓
2 Allen Place
New Windsor, N.Y. 12550

Smith Barry A & Harriet W ✓
4 Allen Pl.
New Windsor, N.Y. 12550

Hamernik Louis P & Patricia V ✓
1 Allen Place
New Windsor, N.Y. 12550

Sheffield Martin & Mary Pat ✓
33 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Marasco Albert A & Evelyn ✓
37 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Ambrose James & Annette ✓
41 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Brangaccio John & Victoria ✓
2 Hideway Lane
Newburgh, N.Y. 12550

Bruno Frank Sr. & Lillian A ✓
Box 33
New Windsor, N.Y. 12550

Milich Louis & Elizabeth ✓
67 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Mazzarelli Adolph J & Fannie G ✓
69 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Smith George H & Meta M ✓
3 Nee Ave.
New Windsor, N.Y. 12550

Wangner Philip F Jr. & Anita W ✓
5 Nee Ave.
New Windsor, N.Y. 12550

Fabiano Frank D & Mary Ann ✓
9 Nee Ave.
New Windsor, N.Y. 12550

Hannigan John & Carolyn ✓
11 Nee Ave.
New Windsor, N.Y. 12550

Krawcyk Stella Frances E ✓
15 Nee Ave.
New Windsor, N.Y. 12550

Pinckney Frank L & Joyce W ✓
19 Nee Ave.
New Windsor, N.Y. 12550

Slater Florence May ✓
23 Nee Ave.
New Windsor, N.Y. 12550

Fairbanks George & Violet ✓
73 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Canfield Marvin C & June ✓
1 Nee Ave.
New Windsor, N.Y. 12550

Marotta Joeph N & Debra L ✓
4 Nee Ave.
New Windsor, N.Y. 12550



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OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Cicccone Charles R & Patricia Q
8 Nee Ave.
New Windsor, N.Y. 12550 ✓

Zimmerman John A Jr. & Thora
14 Nee Ave.
New Windsor, N.Y. 12550 ✓

Weller Fred R & Ronald F ✓
18 Nee Ave.
New Windsor, N.Y. 12550

Salazar Francisco J & Louisa M
22 Nee Ave.
New Windsor, N.Y. 12550 ✓

Wilkinson Donald R & Delores M
26 Nee Ave.
New Windsor, N.Y. 12550 ✓

Ciarimboli Alfred
30 Nee Ave.
New Windsor, N.Y. 12550 ✓

Lisi John R & Phyllis M
34 Nee Ave.
New Windsor, N.Y. 12550 ✓

Cirigliano Anthony & Maria
33 Faye Ave.
New Windsor, N.Y. 12550 ✓

Jarvis Robert & Florinda
31 Faye Ave.
New Windsor, N.Y. 12550 ✓

Talerico Louis & Tillie ✓
29 Faye Ave.
New Windsor, N.Y. 12550

Cirillo Florence
25 Faye Ave.
New Windsor, N.Y. 12550 ✓

Cummings Keith & Areta M
PO Box 4154
New Windsor, N.Y. 12550 ✓

Mc Neight Jacque & Margaret H
15 Faye Ave.
New Windsor, N.Y. 12550 ✓

Graziano Joseph R & Helen
11 Faye Ave.
New Windsor, N.Y. 12550 ✓

Sadlo Charles L & Joan M
45 Faye Ave.
New Windsor, N.Y. 12550 ✓

Krasnoborski Sophia L
7 Faye Ave.
New Windsor, N.Y. 12550 ✓

Gill Wesley F & Kathleen H
5 Faye Ave.
New Windsor, N.Y. 12550 ✓

Hankin Marilyn
Tirschwell Barbara
D/B/A New Windsor Assoc.
20 Whitehall Road
Poughkeepsie, N.Y. 12603

(914) 565-8550

September 13, 1979

Mr. Ernest Spignardo, Chairman
New Windsor Planning Board
555 Union Avenue
New Windsor, N. Y. 12550

RE: APPLICATION FOR AREA VARIANCE
LILLIAM BRUNO - #79-17

Dear Mr. Spignardo:

Kindly be advised that the Lilliam Bruno application for an area variance is presently scheduled for Public Hearing before the Zoning Board of Appeals on Monday evening, September 24, 1979 at 8 p.m.

Enclosed please find pertinent copies of the application in point and public hearing notice.

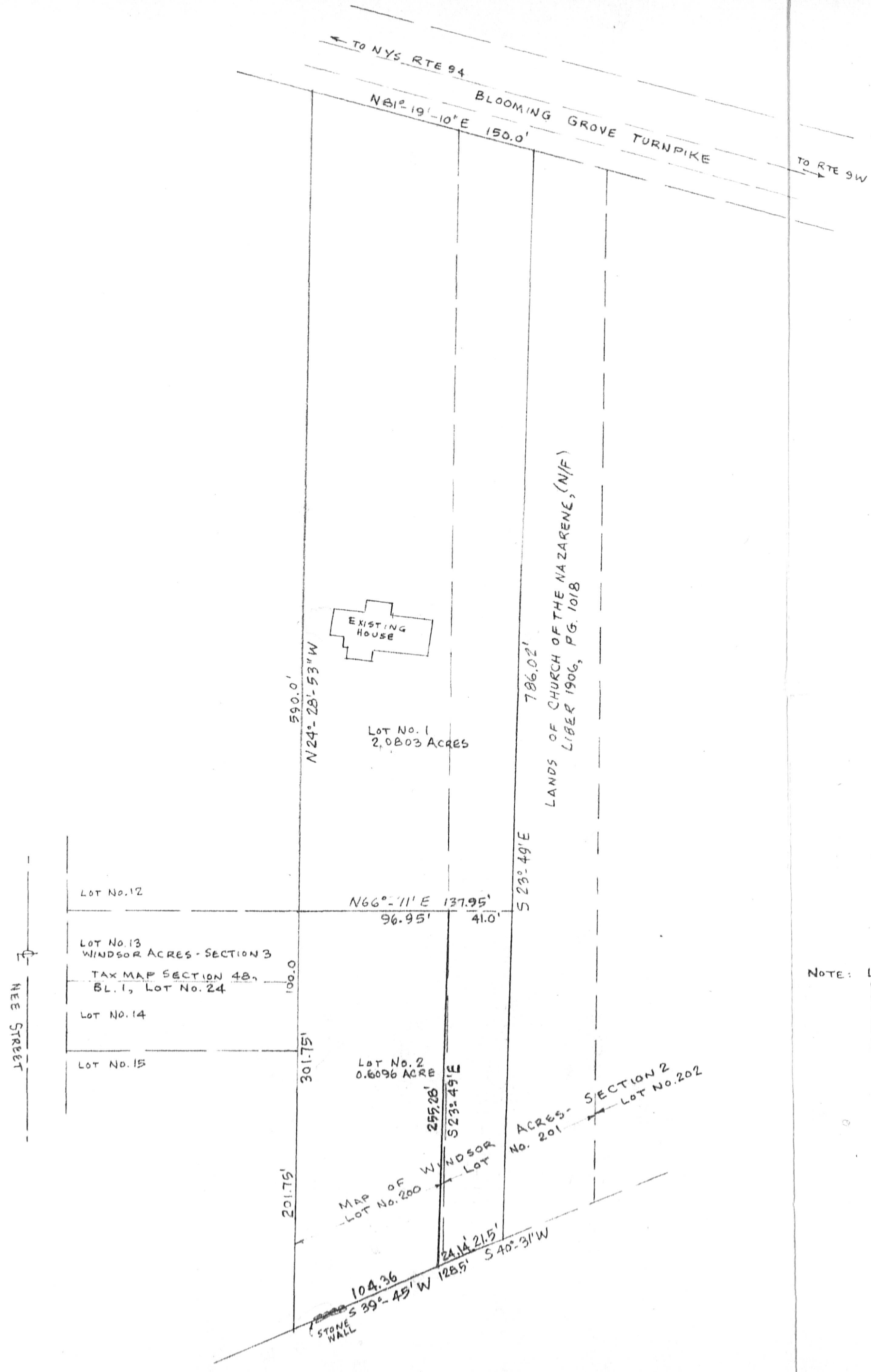
Very truly yours,

PATRICIA MELIO, Secretary
New Windsor Zoning Board of Appeals

/pd

cc: Howard Collett, Bldg/Zoning Inspector

Enclosures



NOTE: LOT No. 2 CONSISTING OF PART OF LOT No. 200 AS SHOWN ON MAP OF WINDSOR ACRES SECTION 2 FILED IN ORANGE CO. CLERK'S OFFICE SAUG 39 AS MAP No. 1158 WILL BE CONVEYED TO OWNER OF PARCEL, TAX MAP SECTION 48, BLOCK 1, LOT No. 24, FOR USE AS VACANT LAND, OR A GARDEN, OR A LAWN.

AREA SUMMARY:
LOT No. 1 2.0803 ACRES
LOT No. 2 0.6096 "
TOTAL 2.6899 ACRES

MINOR SUBDIVISION
LANDS OF
LILLIAN BRUND

TOWN OF NEW WINDSOR
ORANGE CO., NEW YORK

CERTIFIED CORRECT:
Sidney L. Horowitz, C.E.
RE. 41 S. 27130
MONTICELLO, N.Y. 28 JULY 79
SCALE: 1" = 60'

